

June 10, 2003

Dear Prospective Offeror:

Request for Proposal No. 99365

Fluor Hanford, Inc. (FH) is interested in receiving proposals for a fuel truck in support of Site Transportation, Richland, Washington, under the Management and Integration Contract DE-AC06-96RL13200 with the U.S. Department of Energy.

Information regarding the product or services required and instructions for the preparation and submission of proposals are contained in the attached Request for Proposal (RFP).

FH looks forward to hearing from you regarding our request.

Sincerely,

Rebecca A. Kohlhas

Rebecca A. Kohlhas, Contract Specialist
Project Subcontracts

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PART I – Request for Proposal

1.0 Introduction

Fluor Hanford, Inc. (the Buyer) acting under its contract with the Department of Energy, requests you to submit a proposal for a firm fixed price type of contract to provide a fuel truck in accordance with Statement of Work, Rev. 3, Site Transportation Fuel Truck Replacement, dated 5/29/03. Part I of this Request for Proposal (RFP) describes the basis of award, proposal submittal requirements, proposal instructions, and notices to Offerors. Part II contains Representations and Certifications and other documents, which Offerors are to complete, sign and return with their proposal (see 4.2.2 below). Part III is the model contract, which contains all of the terms and conditions, attachments, and references that will govern performance of the work. The Buyer may determine that any proposal not submitted in accordance with this RFP is non-responsive and reject the proposal.

2.0 Basis of Award

The Buyer may award one or more contracts as a result of this RFP. Award shall be made to the Offeror submitting the lowest evaluated price among offers that meet all requirements of the solicitation.

2.1 Acceptance or Rejection of Proposals

The Buyer reserves the right to accept or reject any proposal with or without prior discussion with the Offeror. The Buyer may:

- award a contract on the basis of proposals received without discussions with Offerors (therefore, initial proposals should be submitted with the most favorable technical and price terms);
- select one or more Offerors to negotiate further with;
- reject any or all proposals received;
- issue a request for new proposals; or
- cancel the RFP without awarding a contract.

2.2 Buyer Determination

The Buyer will determine whether each Offeror is: qualified based on the qualification criteria specified in the RFP; responsive to all requirements of the RFP; and responsible. The Contractor is considered responsible if a review of

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their past performance (including safety performance), financial standing, resource allocations, etc. indicate that the Contractor can reasonably be expected to successfully perform the required work.

2.3 Buyer not obligated – Irregularities – Offeror Notification

The Buyer is not obligated to pay any cost incurred in the preparation and submission of a proposal, nor required to enter into a contract or any other arrangement with any Offeror. The Buyer may waive minor informalities and irregularities in offers received.

There will be no public opening of proposals. The Buyer will notify all of the Offerors after the Buyer selects an Offeror for award.

2.4 Qualification Standards

It is the Buyer's policy to offer the opportunity to compete for its procurements as is reasonably and economically feasible. However, in view of the distinctive characteristics of the Buyer's programs, those potential Offerors who do not possess the minimum qualifications and resources necessary to perform the proposed work should not be encouraged to incur proposal and other expenses involved in competitive submissions. Therefore, the Buyer has established the following Qualification Standards that must be fully met in order for an Offeror to be considered for award.:

2.4.1 Standard No. 1

Warranty and service locations for the truck and fuel tank must be within 100 and 250 miles of Richland, Washington, respectively.

3.0 Proposal Submittal

3.1 Deadline

Proposals are due by 4:00 p.m. on July 7, 2003. The Buyer reserves the right to reject any proposal received after the deadline as non-responsive to the requirements of the RFP.

3.2 Identification and Delivery

Identify the package containing the proposal as "Proposal in Response to RFP 99365".

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Address a proposal sent via the U.S. Postal Service to:

Rebecca A. Kohlhas, MSIN H7-10
Fluor Hanford, Inc.
P.O. Box 1000
Richland, WA 99352-1000

Address a proposal sent via another delivery service to:

Rebecca A. Kohlhas, MSIN H7-10
Fluor Hanford, Inc.
2430 Stevens Center
Richland, WA 99352

To meet the deadline, the Offeror may submit a proposal via fax (509-373-9107) or e-mail (rebecca_a_kohlhas@rl.gov). Identify the name of the Contract Specialist and the RFP number that the proposal is in response to on the fax or e-mail transmittal document. If the Offeror faxes or e-mails a proposal in order to meet the deadline, the Offeror shall also transmit an original and the number of copies specified via U.S. Postal Service or delivery service.

The Contract Specialist's telephone number is 509-376-8084. The Offeror may contact the Contract Specialist to verify that the Contract Specialist received the proposal.

3.2.1 Withdrawal

Proposals may be withdrawn by written notice received at any time prior to award.

3.2.2 Questions and Comments Regarding RFP

The Offeror shall submit any comments or questions regarding the RFP in writing to the Contract Specialist no later than June 19, 2003. The Offeror shall transmit questions and comments via e-mail. The Buyer will answer all questions in writing for the benefit of all prospective Offerors. The Buyer may issue an amendment to the RFP to resolve problems regarding the RFP in light of the questions and comments. The Buyer will issue the amendment in time for prospective Offerors to consider the answers and amendments before finalizing their proposals.

3.3 RFP Amendments

If this RFP is amended, then all terms and conditions that are not modified will remain unchanged. The Offeror shall acknowledge receipt of any amendment to this RFP by stating in the proposal that the Offeror received the amendment and considered the amendment in formulating the proposal.

4.0 Proposal Instructions**4.1 General Proposal Requirements**

Organize the proposal as outlined in “Proposal Content.” Prepare the proposal simply and economically and provide a straightforward and concise presentation of the information requested in the RFP. Emphasize completeness and clarity. Do not submit elaborate brochures or other presentations that are neither required nor desired by the Buyer. Provide three copies of your proposal.

4.2 Proposal Content

Proposals shall include the following elements and be organized in the manner listed below. Each volume of the proposal should be separate and complete. Omit all cost or pricing details from the technical proposal. The following documents make up a complete proposal package:

4.2.1 Volume I – Technical Proposal

Submit the following information in this volume:

- a. Offeror’s technical proposal shall address whether each item listed on the Statement of Work and Attachments 1 - 4 will be met or exceeded. An explanation shall be provided for any exceptions or substitutions.
- b. Offeror shall provide a manufacturing schedule covering the time period from contract award through delivery at the FOB point.
- c. Offeror shall provide names and locations of warranty and service locations for the truck and fuel tank.
- d. Offeror shall provide the company names, points of contact and phone numbers for two customers which have been sold similar equipment.

4.2.2 Volume II – Cost/Price and Contractual Proposal

Submit the following information in this volume:

4.2.2.1 Pricing (fixed price)

- a. Pricing for fuel truck FOB destination
- b. Pricing for extended warranty
- c. Pricing for four hours of hands-on training, to include travel and living expenses
- d. Pricing for optional second fuel truck FOB destination
- e. Credit for potential Trade #1
- f. Credit for potential Trade #2
- g. Identify payment terms
- h. If proposing GSA pricing, provide GSA contract number and expiration date.

4.2.2.2 Complete and sign the Representations and Certifications in Part II of this RFP.

4.2.2.3 Identify any foreign end products in accordance with Section 5.4, Buy American Act.

4.2.2.4 Provide a copy of your insurance certificate in accordance with the coverage requirements of Special Provisions--On-Site Services, SP-5B, section 8.1.

4.2.2.5 Provide a statement of Offeror's acceptance of the RFP terms and conditions.

4.2.3 Volume III– Quality Assurance

Submit the following information in this volume:

4.2.3.1 Discuss Offeror's ability to comply with QA/Inspection Requirements as follows:

- a. Inspection and Test Report
- b. Procurement of Potentially Suspect or Counterfeit Items
- c. Certificate of Conformance

4.3 Offeror's Acceptance

The contract resulting from this RFP will be substantially the same as the model contract that is contained in Part III of the RFP. Unless otherwise noted by the Offeror in their proposal, Offeror's submission of a proposal signifies the Offeror's unqualified acceptance of all of the technical requirements and other terms and conditions of the contract that are contained in or referenced in this RFP. Interpretations established by the Offeror to any part of this RFP may be considered an exception.

4.3.1 Exceptions to Technical Requirements and Other Terms and Conditions

The Offeror shall describe any exceptions to the technical requirements and other terms and conditions of the sample contract on which the Offeror's proposal is based. Offerors are notified that the Buyer considers the Offeror's compliance with the technical requirements and terms and conditions of the model contract to be essential. In case of doubt, Offeror should request clarification from the Buyer. If the Offeror takes any exceptions to the requirements of the RFP, the pricing shall be based on the requirements of the RFP and the exception(s) priced as alternates. If the Offeror's proposal is based only on the proposed exceptions, the Buyer may determine that the proposal is non-responsive.

4.4 Proposal Validity Period

A proposal shall remain firm for 120 days after the proposal due date.

5.0 Notices to Offerors**5.1 Precedence of Requirements**

In the event of a conflict among the provisions, the RFP instructions, the RFP correspondence and the resulting contract, the terms of the contract shall govern.

5.2 North American Industry Classification System (NAICS) Code and Size Standard

The Buyer has determined that North American Industry Classification System (NAICS) Code 336211 applies to this acquisition. Therefore, the size standard for determining whether an Offeror is a small business in regard to this acquisition is 1,000 employees.

5.3 Identification of Proprietary Data

If the Offeror submits any data as part of their Proposal, which is considered by the Offeror to be “proprietary data”, the document transmitting the data or which contains the data, shall be boldly marked indicating that the data included is considered to be proprietary.

5.4 Buy American Act

(A40) Rev. 3 07/23/02

In accordance with the Buy American Act (BAA) domestic end products as defined in the BAA shall be afforded a preference in this action. Foreign products must be clearly identified by the contractor before any award and offers will be evaluated in accordance with the BAA. Contractor certifies that all products supplied which were not identified as foreign, are Domestic products as defined in the BAA.

The Buy American Act defines a Domestic End Product for this purpose as:

1. An unmanufactured end product mined or produced in the United States, or
2. An end product manufactured in the United States, if the cost of its components mined, produced or manufactured in the U.S. exceeds 50 percent of the cost of all its components.

A Foreign End Product is any end product, which is not a domestic end product.

For evaluation purposes the Buyer will adjust offers of Foreign End Products as follows:

1. Six percent (6%) of the offered price of the Foreign End Product if the domestic offer is from a Large Business; or
2. Twelve percent (12%) of the offered price of the Foreign End Product if the domestic offer is from a Small Business Concern.

The above does not apply to Canadian products at or above \$25,000, Mexican Products at or above \$54,372, or qualified Caribbean Basin country products at or above \$177,000.

The adjusted prices for the Foreign End Product(s) offered will be compared with prices offered for the Domestic End Products to determine an award to the lower offer.

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Contracts will not be awarded to sanctioned European Union country end product offers of less than \$177,000 (FAR 25.6).

Construction materials must be domestic end products as defined in FAR 52.225-9 unless the Buyer, prior to award of the contract, approves a request for exemption. Contractor requests to supply foreign construction materials must and include adequate information for evaluation of the request as identified in (c) of the clause.

5.5 Financial Capability Determination Information

The Buyer reserves the right, prior to award, to require the Offeror to submit information which the Buyer will use to make a determination whether the Offeror has the financial capability to perform the contemplated contract. Such information may include, but not be limited to: annual reports; lines of credit with financial institutions and suppliers; and any other information that may be required by the Buyer.

PART II – Representations and Certifications

- 1.0 These Contractor Representations and Certifications must be completed and submitted by all contractors and renewed as requested by the Buyer. Exceptions or qualifying comments must include an explanation, and further clarification provided if requested by the Buyer. The person signing the Representations and Certification on behalf of the Contractor certifies that the following statements are current and accurate.
- 1.1 Signer is authorized to represent the Contractor that is submitting a proposal for the contemplated contract in all matters related to pricing, terms and conditions, conduct of business, and buyer-contractor relationships between Contractor and the Buyer.
- 1.2 Contractor is an independent business concern free to enter into a binding agreement or contract with Buyer without any restrictions from another business entity or parent company. If otherwise, Contractor must identify the parent company or controlling entity. An “independent business concern” is defined in the Revised Code of Washington (RCW) 50.04.140. Buyer reserves the right to request copies of documents demonstrating compliance with this definition. Examples of applicable documents include: copies of contracts with other customers, business cards, IRS Form 1040 Schedule C, business phone listing, advertising, or copies of state business licenses.
- 1.3 Prices have been arrived at independently, without consultation, communication, agreement, or condition that relates to this action by any other contractor or competitor in violation of antitrust or anti-competitive laws. The Contractor has not, and will not, disclose offered prices to any other contractor or competitor prior to award of a resulting contract or cancellation of a solicitation. Contractor has not attempted to induce any other person or firm to submit, or not submit, an offer in response to this action. Contractor warrants that the prices offered do not exceed those currently offered to any other customer for the same or similar quantities of the same or similar goods or services.
- 1.4 No person or company, other than Contractor’s employee(s) or affiliate firms, has/have been paid to solicit or obtain the contemplated contract nor has any agreement been made to pay a person or company a commission, fee, or any form of compensation contingent upon award of the contemplated contract.
- 1.5 Contractor meets all requirements of federal and State of Washington statutes, ordinances, rules and regulations, codes, and orders related to equal employment opportunity and operation of non-segregated facilities. Contractor shall comply in every respect with the equal employment opportunity laws in performing this contract.

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- 1.6 Contractor has filed all reports required by Federal Executive Order 11246 and the U.S. Department of Labor, or any equal employment opportunity provision in any previous contract or subcontract with a federal government agency or Contractor.
- 1.7 If Contractor has 10 or more employees and has been awarded any contract or subcontract of \$10,000 or more within the last 12 months subject to E.O. 11246, Contractor has in place an affirmative action program as required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2).
- 1.8 Neither Contractor nor any of its principals: (a) are presently debarred, suspended, proposed for debarment, or ineligible for the award of contracts by any Federal agency; (b) have, within a 3-year period preceding this date, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local government) contract or subcontract; been in violation of Federal or state antitrust statutes relating to the submission of offers; or been convicted of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or been indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in (b) above.
- 1.9 Contractor has not, within a 3-year period preceding this date, had one or more contracts terminated for default by any Federal agency.
- 1.10 Contractor agrees to comply with the provisions of the Federal Service Contract Act (SCA), P.L. 89-286, 41 U.S. Code 351, as amended, or applicable rulings and regulations of the U. S. Secretary of Labor, for services to be performed by categories of workers identified in the SCA. Personnel performing work under the Contract shall be paid wages and fringe benefits not less than those determined by the Secretary to be prevailing in its locale, or those established by a bargained wage and benefit agreement, applicable to the Contract as provided in the SCA, throughout the performance of the Contract.
- 1.11 Any facility utilized in the performance of the contemplated contract with Buyer has not been listed on the Environmental Protection Agency List of Violating Facilities as provided in the Federal Clean Air or Clean Water Acts.
- 1.12 Contractor certifies that all employees assigned to work on Buyer's premises or the Hanford Site are not under the influence of controlled substances. Assigned employees are subject to Contractor's substance abuse program with screening by a certified testing laboratory and are subject to random testing under the Buyer's program.

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- 1.13 Products offered are domestic end products as defined in the Buy American Act, 41 U.S.C. 10, as amended. Contractor shall identify that/those product(s) in its offer along with the country of origin, which are of foreign origin, as defined in the Act.

Clause 1.14 below does not apply when the Buyer has designated the action as a “commercial action” in accordance with FAR Part 12.50

- 1.14 Contractor will file and continue to file for the life of any contract with Buyer, the Toxic Chemical Release Inventory form (Form R) as described in Emergency Planning and Community Right-to-Know Act of 1996 (EPCRA) sections 313(a) and (g), and the Pollution Prevention Act of 1990 (PPA) section 6607 (42 U.S.C. 13106), for any of its facilities which may be used for performance of the contract, unless Contractor and/or its facilities are exempt from these requirements by other provisions of these Acts or otherwise.
- 1.15 Contractor certifies that it has not (a) provided, attempted or offered to provide; (b) solicited, accepted or attempted to accept; or (c) included, directly or indirectly, the amount of any kickback as defined by 41 U.S.C. Sections U51-58 with respect to this action
- 1.16 Unless exempted below, Contractor shall provide a plan in accordance with FAR Part 19, 19.702 which separately addresses subcontracting opportunities with Small, Small Disadvantaged, HUB Zone, Service Disabled-Veteran and Women Owned Businesses. The plan will include base years and separate option years, if any, included in the contract. The subcontracting plan must be submitted and accepted by the Buyer prior to award.

Contractor shall submit semi-annual SF 294 reports(s), titled “Subcontracting Report for Individual Contracts”, as required in FAR Part 19, 19.704, to the Contract Specialist no later than April 15 and October 15 for that current fiscal year demonstrating continued compliance. Elements of the Subcontracting Plan are identified in more detail in [Special Provision SP-11](#) available for downloading from the Buyer’s web site at: <http://www.hanford.gov/pmm/downloads/download.htm>.

Good-faith compliance with the approved plan is a requirement of acceptable contract performance unless the Buyer granted an exemption prior to award for one of the following circumstances:

1. Contractor is a Small Business as defined in accordance with 13 Code of Federal Regulations (CFR), part 121 and FAR Part 19, 19.001.

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2. Subcontracting opportunities are not offered with respect to the proposed Contract.
 3. The proposed Contract is not expected to exceed \$500,000 or \$1,000,000 (if for construction of a public facility).
 4. The proposed Contract will be performed entirely outside of the U.S., its territories and possessions, the District of Columbia and the Commonwealth of Puerto Rico.
- 1.17 Contractor certifies that, to the best of its knowledge and belief, no facts exist relevant to any past, present, or currently planned interest or activity (financial, contractual, personal, organizational, or otherwise) that relate to this Contract; and bear on whether Contractor has a possible conflict of interest with respect to (a) being able to render impartial, technically sound, and objective assistance or advice; or (b) being given unfair competitive advantage.
- If any actual or potential conflict of interest or unfair competitive advantage does or may exist with respect to this Contract, Contractor shall provide a description of any past (within the past twelve months), present, or currently planned financial, contractual, organizational, or other interests relating to the performance of the statement of work. The description shall contain enough information to allow a meaningful evaluation of the potential effect of the interest on the performance of the statement of work
- 1.18 Contractor agrees to submit and maintain an accurate Vendor Registration Form (www.hanford.gov/pmm/) including Contractor's proper legal name, tax status and business description as defined by the Small Business Administration (www.sba.gov) and in the federal Small Business Act (P.L. 85-536).
- 1.19 Based on the Small Business Administration size standard for the NAICS code identified by the Buyers for this action, Contractor's business size is classified as ____ Large ____ Small

These certification statements concern matters within the jurisdiction of an agency of the United States. Making a false, fictitious, or fraudulent certification may render Contractor subject to prosecution under Section 1001, Title 18, United States Code. The Buyer may withhold an award or terminate a contract based on any negative responses to the certifications above and/or Contractor's failure to adequately describe the conditions of the response.

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Contractor agrees that the certifications and conditions provided herein are a material and binding part of, and are hereby incorporated by reference into, any offer and resulting contract with Buyer for which these Representations and Certifications are submitted unless specifically excluded and agreed by Buyer in the Contract.

Contractor	Tax ID
Authorized Representative	Title
Signature	Date
Internet Homepage Address	Email address

PART III – Model Contract

Project Hanford

Contract:
Release:
Executed:
Printed:
Page:

Mail Invoice To:

Vendor:

Please Direct Inquiries to:

Work Location:

Title: CONTRACT SPECIALIST

Phone: 509- Ext.

Fax: 509-

Title: MODEL CONTRACT

Total Value:

USD **NOT TO EXCEED**

Pricing Method:

Contract Type:

Start Date:

Project:

End Date:

Vendor Authorized Signature

Authorized Signature

Printed Name/Title

Printed Name/Title

Date Signed

Phone

Date Signed

Phone

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1.0 Statement of Work (SOW)

The attached Statement of Work [title:] _____ Dated: _____ revision: _____ identifies the scope and performance expectations of the contract. The SOW is incorporated into and made a part of this contract along with all of the other clauses and terms identified herein.

2.0 Award

Award Notification

(A57) Rev. 2 11/04/2002

The Contractor is hereby notified that effective on _____, the Contractor is awarded a Contract for the delivery/performance of the item(s) above in accordance with all the requirements and conditions set forth or by reference attached herein.

3.0 QA/Inspection Requirements

Inspection and Test Report

(B52) Rev. 0 02/22/00

The Supplier shall submit legible, reproducible copies of Inspection/Test Reports.

The report(s) shall include the following:

1. Identification of the applicable inspection and/or test procedure utilized.
2. Resulting data for all characteristics evaluated, as required by the governing inspection/test procedure.
3. Traceability to the item inspected/tested, (i.e., serial number, part number, lot number, etc.).
4. Signature of the Supplier's authorized representative or agency which performed the inspections/tests.

One copy of the documentation, unless otherwise specified, shall accompany the applicable item(s) shipped.

Procurement of Potentially Suspect or Counterfeit Items

(B76) Rev. 0 02/22/00

Supplier shall warrant that “all items furnished under this Purchase Order/Contract Order are genuine (i.e., not counterfeit) and match the quality, test reports, markings and/or fitness for use required by the Purchase Order/Contract Order”.

The statement shall be on supplier letterhead and signed by an authorized agent of the supplier.

Any materials furnished as part of this Purchase Order/Contract Order which have been previously found to be suspect/counterfeit by the Department of Energy shall not be accepted.

Certificate of Conformance

(B79) Rev. 1 12/03/02

The Supplier/Manufacturer shall provide a legible/reproducible Certification of Conformance. Supplier's/Manufacturer's authorized representative responsible for quality shall sign the Certification of Conformance.

This Certification of Conformance shall, as a minimum:

1. Identify the appropriate Purchase Order/Contract Order number under which the material, equipment, item or service is being supplied.
2. Supplier/Manufacturer shall warrant that all items furnished meet the requirements of the Purchase Order/Contract Order and are genuine (i.e., not counterfeit).

One copy of the documentation, unless otherwise specified, shall accompany the applicable item shipped. For subsequent shipments on this Purchase Order/Contract order, reference may be made to documentation provided with earlier shipments, instead of duplicating such documentation.

4.0 Packaging and Marking**Packing List**

(C17X) Rev. 1 10/01/98

Contractor shall enclose a packing list with each shipment referencing:

1. Name of Contractor
2. Contract number

3. Itemized list of supplies or services furnished
4. Quantity of each item
5. Date of delivery or shipment
6. Vehicle Identification Number

5.0 Transportation Instructions**Delivery Notification**

(D02X) Rev. 0 10/01/98

Fifteen working days prior to shipment, Rebecca Kohlhas, phone (509) 376-8084, or, Joyce Demarest, phone (509) 376-1750 between the hours of 7:30 am to 4:00 PM, Pacific Time with forwarding information. Failure to do so may result in shipment being refused at destination.

Transportation Charges - Full Prepaid

(D06) Rev. 4 10/01/96

The Contractor is responsible for and shall pay all transportation charges and shall not invoice the Buyer for such transportation charges. The Contractor bears all responsibility for damage or loss until delivery is made to the FOB point specified herein.

6.0 Delivery/Performance**Delivery**

(F08X) Rev. 1 10/01/98

The fuel truck shall be delivered on or before _____, unless extended by the parties or unless terminated by other provisions of this Contract.

Delivery Address:

Fluor Hanford
Hanford Reservation
2355 Stevens Drive
Richland, WA 99352

7.0 Contract Administration

Document Transmittals

(G01) Rev. 2 10/01/98

The Contractor shall utilize a document transmittal system for the exchange of data and information during the performance of work under this Contract. The transmittal shall contain (1) a unique identification number, (2) a brief identification of the document(s) including revisions, (3) the date of the transmittal, (4) purpose of the transmittal, including required action (if any) (5) signature of supplier representative, and (6) means or provisions for receipt acknowledgement by the Buyer.

Authorized Personnel

(G03) Rev. 0 06/25/97

Only the following named Contract individuals are authorized to make changes to this document:

Contract Specialist, Rebecca A. Kohlhas
Contracts Manager, Michael L. Brubaker

Contractor Invoices

(G06X) Rev. 10 04/08/03

The following process shall be used on Invoices submitted to Fluor Hanford. Failure to do so may result in Delayed Payment or Returned Invoices.

General Requirements (Contracts and Purchase Orders)

- Submittal of an invoice constitutes Contractor's certification that materials, work and/or services have been provided, and invoiced amounts are, in accordance with the contract provisions.
- Invoices may be submitted electronically in a format acceptable to Buyer (this is preferred).

NOTE when electronic invoices are to be used, contact the Contract Specialist for the proper format and submittal information (reference clause H098)

- Each Contract, Release and Purchase order must be invoiced separately.
- The invoice must clearly & legibly identify the **Contractor's Name and Invoice Number as well as, Contract, Contract Release and/or Purchase Order Number.**

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- Each invoice should include the name and telephone number of a company representative available to respond to invoice questions.
- Remittance will only be made to the remittance address on file for the contractor. Invoices from third parties or with different remittance instructions or addresses will not be processed.
- Questions or requests for exceptions should be addressed to the Contract Specialist.
- The Contractor shall submit an original invoice and supporting documentation to the Buyer's Accounts Payable organization at the address below (unless otherwise directed in the contract)

Fluor Hanford
Accounts Payable Mail Stop: G1-80
P.O. Box 1000
Richland, WA 99352

Purchase Orders:

- The Contractor must indicate the **quantity, unit description** and **unit price** for each item listed on an invoice.
- Invoices that include a total freight charge that is equal to or greater than \$100.00 must include a copy of the freight bill. If the carrier is UPS, the Contractor must provide the weight, quantity and Shipping Point.

Electronic Mail Capability

(G11) Rev. 1 06/25/01

The Contractor shall provide and maintain Internet and electronic mail capability for the duration of the Contract. The Contractor email account shall be able to send and receive attached documents of up to 1/2 megabyte in size. Correspondence and Administrative messages concerning this contract will be conducted via email in current versions of Microsoft Office applications, ASCII text, RTF, PDF, ZIP and other commonly used file formats. In addition, information, data and forms may be posted on the Buyer's Internet web site for downloading by the contractor.

8.0 Special Requirements**Reimbursement of Travel Expenses**

(H21X) Rev. 2 01/17/00

Reimbursement for travel expenses shall be included in the firm fixed price of this contract, and shall not be invoiced separately.

Holiday and Work Schedules

(H22) Rev. 0 01/10/99

NOTICE: Daily work schedules and facility operations are NOT consistent on the Hanford Site. In addition, some organizations and facilities observe alternate Friday closures.

Accordingly, BEFORE scheduling deliveries, the Contractor shall make specific schedule arrangements for the delivery of materials with the Buyer, Facility Manager, Delivery Warehouse Manager, Building Manager, etc.

The Buyer will not be liable for the cost of any delays, demurrage, layover, extra travel days, etc. which result from Contractor's failure to obtain a specific schedule in advance.

Designation of Technical Representative

(H38) Rev. 8 08/19/02

The Buyer hereby designates the following as the Buyer's Technical Representative, (BTR) for this Contract: Name/phone/mail stop: .

The BTR is responsible for monitoring and providing technical guidance for this Contract and should be contacted regarding questions or problems of a technical nature. The BTR is also responsible for appropriate surveillance of the Contractors representative while on site. In no event, however, will an understanding or agreement, modification, change order, or any deviation from the terms of this Contract be effective or binding upon the Buyer unless formalized by proper Contract documents executed by the Contract Specialist prior to completion of this Contract. On all matters that pertain to Contract terms, the Contractor shall contact the Contract Specialist specified within this Contract. When in the opinion of the Contractor, the BTR requests or directs efforts outside the existing scope of the Contract, the Contractor shall promptly notify the Contract Specialist in writing. The BTR does not possess any explicit, apparent or implied authority to modify the contract. No action should be taken until the Contract Specialist makes a determination and/or modifies the contract.

9.0 List of Attachments

Statement of Work, “ ”, dated

General Provisions for Commercial Items, Rev. 8

Special Provisions – On-Site Services, SP-5B, Rev. 5

10.0 Signatures

Contractor Acknowledgement

(K03) Rev. 3 10/01/98

Contractor shall acknowledge this document as provided herein regardless of dollar value by signing and returning the enclosed copy of this document.

11.0 Representations and Certifications

General and Special Provisions

The provisions, forms, documents and attachments listed below are hereby incorporated into and made a part of this contract. They shall have the same force and effect as if written into the body of the contract. Contractor is responsible for downloading and complying with the applicable revision as identified below.

Where appropriate, hyperlinks are provided for downloading the referenced document. Software for reading PDF files is available from a link provided on the Download page. [Download Provisions and Forms: <http://www.hanford.gov/pmm/downloads/download.htm>]

General Provisions for Commercial Items (revision 008, March 19, 2003)

The Buyer has designated this action as meeting the requirements for “commercial items” as defined in FAR part 2.101 and 12.501.

<http://www.hanford.gov/pmm/downloads/Provisions/gp-com.pdf>

Special Provisions - On-Site Services (basic safety requirements) (SP-5B revision 005)

<http://www.hanford.gov/pmm/downloads/Provisions/sp-5b.pdf>